



**State of New Mexico  
Higher Education Department  
Adult Education Division**

**Program Annual Report  
Preparation Guidelines and  
Reporting Template**

**2018-2019**

Please email reports to:  
[adult.education@state.nm.us](mailto:adult.education@state.nm.us)

Adult Education Division  
New Mexico Higher Education Department  
2044 Galisteo, Suite 4  
Santa Fe, NM 87505

**Reporting Deadline  
September 3, 2019**

(Please email your reports to [adult.education@state.nm.us](mailto:adult.education@state.nm.us) no later than 5 p.m. on the due date.)

## Annual Program Report

### 2018-2019

#### Checklist:

- ☐ Complete Cover Page with Signatures
- ☐ Complete Section I (Program Narrative)
- ☐ Complete Section II (Student Data)
- ☐ Complete Section III (Evaluation of Program Effectiveness)
- ☐ Complete Section IV (WIOA Partner Activities, including Integration with One-Stop Partners)
- ☐ Complete Section V (Career Pathways Activities)
- ☐ Complete Section VI (College and Career Readiness Standards).
- ☐ Complete Section VII (IELCE)
- ☐ Complete Section VIII (Staff and Professional Development).
- ☐ Complete Section IX (Fiscal Survey)
- ☐ Attach all NRS Tables
- ☐ Attach MOUs and IFAs

**Introduction:**

NMHED AE Division provides these guidelines for the Annual Report process for programs to supply 2018-2019 program year information. Please take this opportunity to identify areas of program improvement and request technical assistance from NMHED AE. The process also helps the NMHED AE Division to aggregate program information for reporting to OCTAE at the U.S. Department of Education. Please be sure to contact the NMHED AE Division with any questions.

**General Instructions:**

1. Cover Page
2. Annual Report (Sections I – IX).

This section includes:

- Section I (Program Narrative Report)
  - Section II (Student Data)
  - Section III (Evaluation of Program Effectiveness)
  - Section IV (WIOA Partner Activities, including Integration with One-Stop Partners)
  - Section V (Career Pathway Activities)
  - Section VI (College and Career Readiness Standards)
  - Section VII (IELCE Activities)
  - Section VIII (Staff and Professional Development)
  - Section IX (Fiscal Survey)
3. Attach all NRS Tables
  4. Attach MOU and IFA

**(Please remove these instructional pages when submitting your final report.**

**Your submitted report should begin with the signed cover page.)**

Annual Program Report  
Cover PageProgram Name: Adult Learning CenterInstitution or Organization: UNM-Los Alamos

Address: 4000 University Drive  
City: Los Alamos  
County: Los Alamos  
Zip: 87544  
Main Phone: 505-662-5919  
Fax: 505-662-0344  
Website: http://losalamos.unm.edu/

Fiscal Year: 2018-2019Submission Date: Sept. 3, 2019

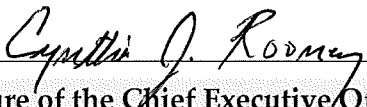
Program Director, Manager, or

Coordinator Name: Cynthia J. Rooney

Contact Information: Phone: 505-661-4689  
Email: cjrooney@unm.edu

Alternate Contact Name: Jane Clements

Contact Information: Phone: 505-662-0338  
Email: Janec181@unm.edu



Signature of the Chief Executive Officer or Designee

9-3-19

DATE

Cynthia J. Rooney, Chancellor

Typed Name and Title:

## Section I. Program Narrative Report

**Directions:** Answer each of the following questions. As you complete your narrative, include program data and/or research on which you base these practices as appropriate to answering the questions.

1. Please list your program's three highest priority goals for the 2018-2019 program year. Discuss your program's progress in meeting each of these goals.

In our mid-year report, we stated that our goals were:

1. *Increasing enrollment*
  - a. *Improved program outreach*
  - b. *Movement of classes to workplace settings*
  - c. *Managed enrollment*
2. *Increasing post-testing rate*
  - a. *Managed enrollment – cohorts testing*
  - b. *Decreasing number of sites to allow students at remaining sites to have more in-class hours (piloted at Buffalo Thunder)*
3. *Increasing HSE completion rate and emphasizing the college and career readiness skills instruction available to ABE students in our HSE classes*

We have met many of these goals this past year.

We were not able to increase our enrollment, but were able to maintain our enrollment numbers (151 vs 154 last year) even though we decreased the number of sites we served. We have improved our outreach by using social media (facebook) and put in place the framework to begin a 2019-2020 class in a workplace setting (Buffalo Thunder Resort and Casino). We instituted managed enrollment at our UNM-LA site, and plan to expand that policy to other sites in the 2019-20 year. Our managed enrollment plan required students to enroll during a two-week period at the beginning of each session. After that enrollment period ended, students had to wait to join classes until the enrollment period for the next session. For each session, we increased the intensity of instruction to enable students to benefit from more instructional hours each week.

Our post testing rate increased for AE from 22% in 2017/18 to 32% in 2018/19 and for ESL from 25% in 2017/18 to 51% in 2018/19. Our overall posttest rate this year was 40%. This was in part due to the fact that we worked to test students in cohorts as they moved through shorter, more intense learning sessions. This is a practice that we will continue this year. We were also able to increase the number of instructional hours for students overall, moving from an average of 80 contact hours per student who made a level gain last year to 90 contact hours per student this year. Overall, this emphasis on more in-class hours and greater attention to post testing helped us improve our MSG from 21.5% (AE), 18% (ESL) and 20.1% (total) in 2017/18 to 33% (AE), 42% (ESL) and 36% (total) in 2018/19.

We did see an increased HSE completion rate (8 students in 2017/18 to 23 students in 2018/19) but realize that this is dependent on the entering educational level of students each year. We were able to emphasize work skills and college preparedness in our HSE classes this past year, and saw 5 of our 8 Los Alamos students enroll in UNM-LA this academic year.

2. Describe any cooperative arrangements your organization has with other agencies, institutions, or organizations for the delivery of adult education and literacy activities. How have these collaborations supported your program's goals?

We have partnered with Rio Arriba Literacy to provide additional tutoring services to students at Delancey Street. This extra tutoring has helped students benefit from a more advanced level of instruction in the HSE classes.

3. Describe your participation in any statewide initiatives and how that participation has supported your program's goals.

We participated in the C3 initiative this year, and benefited from the experience of the leaders and participants in that program. The interaction and support we received from participants helped us develop a plan for program improvement and gave us the support we needed to take the risk and implement the changes that we thought we needed to do to improve the program.

4. Describe your program's enrollment and attendance policies and procedures and how these practices impact your program goals.

One of the changes that we implemented this year at the UNM LA site was managed enrollment. This was a difficult step, but we found that it did help improve student attendance, and may have helped us achieve a higher MSG.

## Section II. Student Data 2018-2019

Please enter the following information regarding student count/hours for:

- your total program
- each satellite site

	Total Program	Site:Bernalillo	Site:Buffalo Thunder	Site:Cuba	Site:Delancey Street	Site:UNM Los Alamos	Site: Los Alamos Corrections	Site: Pojoaque	Site: SDCH
Total count of students with fewer than 12 hours (Table 2A)	39	7	1	14	0	11	0	5	1
Total count of students with 12 + hours	151	17	14	23	19	62	2	11	3
Total contact hours for students with 12 + hours	8113	821	1173	807	897	3803	47	372	192
Average contact hours for students with 12 + hours	54	48	84	35	47	61	23	34	64
Average contact hours for students with 12 + hours experiencing level gains	90	71	115	46	46	102	-	73	78
Count of all HSE graduates with 12 + hours	23	-	1	1	10	8	-	2	1
Count of HSE en Español graduates with 12 + hours	-	-	-	-	-	-	-	-	-
Post Test Rate ABE (Divide Column B ABE Total of Table 4b by Column B ABE Total of Table 4)	32	30	36	26	42	29	50	22	66
Post Test Rate ESL (Divide Column B ESL Total of Table 4b by Column B ESL Total of Table 4)	51	71	-	-	-	48	-	50	-
Percent of ABE students with 12+ who separated before achieving MSG (Divide Column F ABE Total on Table 4 by Column B ABE Total on Table 4)	38	70	36	26	26	43	100	56	0/3-
Percent of ESL students with 12+ who separated before	42	0/7	-	-	-	48	-	50	-





**Adult Education Local Provider Annual Report 2018-2019**

Please provide a list of communities or organizations requesting services or additional service from your program.	Service Requested			
<b>Buffalo Thunder Resort and Casino</b>	<b>HSE classes</b>			
<b>Pojoaque Schools</b>	<b>HSE and ESL classes</b>			
<b>Delancey Street Foundation</b>	<b>HSE classes</b>			
<b>Cuba Independent School District</b>	<b>HSE classes</b>			
<b>Sangre de Cristo House</b>	<b>HSE classes</b>			

### Section III. Evaluation of Program Effectiveness

In this section please address program performance and demonstrated effectiveness. Look at the data for your program as a whole as well as for individual sites.

1. What approaches does your organization use to improve performance?

This year we focused on participating in the C3 initiative and implementing the skills and lessons learned in that initiative to our program. Participants in that initiative also presented information to other teachers in our program that did not attend C3. We routinely look at our data, and share observations with instructors. This helps us work as a team to encourage students to stay in class and test. We also actively encourage instructors to participate in professional development opportunities.

2. Describe notable outcomes, both positive and negative, you have observed in your program data.

We have seen positive and neutral trends in our data. Numbers of students have remained relatively the same as last year (151 vs 154) and our retention rate overall to 40+ hours for ESL students is the same (67%). In other program performance measures, we have improved overall. AE students are staying in class longer (51% retained to 40+ hours vs 44% last year). This has resulted overall for both AE and ESL students in greater numbers of contact hours (8113 vs 7222) and average number of contact hours (54 vs 44) along with greater numbers of contact hours for students experiencing a level gain (90 vs 80). Increased learning time seems to have resulted in greater numbers of HSE graduates (23 vs 8 – although often it takes two years for students to earn their HSE), a higher percentage of students post testing (32% vs 21% AE and 51% vs 25% ESL) and a lower number of students leaving the program before achieving a MSG (38% vs 58% AE and 42% vs 66% ESL).

Our retention rate is low for UNM LA AE students, since they seem to self-motivate once they begin the program, and have expressed to us that they start putting in time studying outside of class. They then are ready to pass the exams without putting in as many class hours.

On the negative side, once HSE students have earned their credential, they are reluctant to come back into the program to post test. We have not found an effective way to encourage them to do this, and that is reflected in our AE post test rate. Our ESL post test rates are higher, since students understand that this is the metric that will tell them objectively whether or not they have improved in their comprehension and usage of English.

3. How does your organization share promising practices among your program sites?

The program manager shares information with instructors at other sites, and we have tried to have at least one meeting per year where we all meet as a group. This has proven difficult, so we may explore Skype meetings once per semester.

4. Describe program improvement initiatives you plan to pursue.

We are actively participating in the College and Career Pathways program, and plan to use information gained through this experience in our programs.

We will continue to implement and share the lessons learned in C3 with instructors at other sites, since we saw an improvement in level gains last year in students taught by instructors participating in the C3 program.

At the programmatic level, we intend to pursue offering work skills classes to eligible students at all sites. We have changed the name of our HSE classes to 'College and Career Readiness Classes' and have been working with site sponsors to explain this new, broader approach to instruction, and the benefits to their students and work force. Management at Buffalo Thunder Resort and Casino have asked us to start a second, independent job skills course there for their employees, and management at Delancey and Sangre de Cristo have also shown interest in this approach.

#### **Section IV. WIOA Partner Activities, including Integration with One-Stop Partners**

For this section, please describe how the program has provided or supported services in the workplace development, career, employment and training arena. If there is no relationship, please explain.

1. Please provide an estimate of FEDERAL FUNDS used during the 2018-2019 fiscal year to support Title I WIOA related activities and services through the One-Stop system. NA
2. Describe how services provided are aligned with the local workforce development area plan (Section 108 of WIOA), including how concurrent enrollment is promoted in programs and activities under the Workforce Development Activities (Titles I, III, and IV of WIOA, and as listed in New Mexico's Combined State Plan). Include information on the activities your organization provides in response to the regional needs as identified in the local workforce development area plan under section 108 of title I of WIOA.
3. Describe activities and strategies your organization has implemented to demonstrate partnership with the Local Workforce Development Board (LWDB) and one-stop operators to plan, develop, and evaluate adult education and literacy activities for the area you will serve.

We have worked with the Santa Fe office to provide services to two students. These students have requested help with child care and transportation expenses. We are also investigating whether the LWDB will assist some of our students with actual HSE test expenses.

4. Include a copy of your program's MOU and IFA with the Local Workforce Board(s) in the area(s) in which you provide service. In the event that the MOU or IFA are not complete, please discuss.

**Section V. Career Pathways Activities**

For this section, please describe how the program has developed Career Pathways instructional programs and how they have been implemented in the 2018-2019 program year.

1. Describe how your organization's activities provide learning in context, including through integrated education and training (IET), so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, and obtain and advance in employment leading to economic self-sufficiency.

We have not implemented IET.

2. If you offered any IET programs, please describe how they fulfill the three requirements for an IET program (34 CFR 463)

**Section VI. College and Career Readiness Standards**

For this section, please describe the program's progress toward implementation of adult education college and career readiness standards (CCRS).

1. Describe how your organization's program a) is of sufficient intensity and quality, and based on the most rigorous research available so that participants achieve substantial learning gains; and b) uses instructional practices that include the essential components of reading instruction.

We have changed our enrollment policy and the numbers of hours offered for each class so that students are able to attend more hours in a shorter time period. This should result in more substantial learning gains.

2. Describe how your organization's activities effectively use technology, services, and delivery systems, including distance education in a manner sufficient to increase the amount and quality of learning and how such technology, services, and systems lead to improved performance.

We do not use distance education, but have been developing an emphasis on online learning so that students are more prepared for college and the workforce, and more able to take and pass standardized testing. Online learning allows students to extend their learning on their own time, and engages them in the process in a way that they sometimes don't experience in a classroom.

**VII. Integrated English Language and Civics Education (IELCE) Activities**

For this section, if the program received IELCE funding for 2018-2019, please describe IELCE activities and services provided by the program so far this fiscal year.

(If your program does not provide IELCE services, just indicate N/A).

1. Please indicate the number of IELCE students (12+) served:

N/A
-----

2. Describe how the local areas in which your organization is located have demonstrated a need for additional English language acquisition programs and civics education programs.
3. Describe how your program has provided Integrated Education and Training (IET) for your IELCE students and how they fulfill the three requirements for an IET program (34 CFR 463)

### VIII. Staff and Professional Development

Please fill out the chart below providing information about your program's staff, their levels of education, years of experience in adult education, and professional development received in 2018-2019

Last Name	First Name	Position	Educational Attainment	Years of Experience in Adult Education	Professional Development Attended	Date	Location
McCrary	Deb	Instructor		1	NMAEA	9/20/18	ABQ
					C3	18/19	online
					TABE Training	10/18	LA
Tuzel					UNM Training	9/18	online
	Jolanta	Instructor	Master's degree	9	MPAEA	3/6-7/19	Las Vegas
					NMAEA	9/20/18	ABQ
					C3	18/19	online
					UNM Training	9/18	online
					COABE Conference	3/31 – 4/2/2019	New Orleans
Clements	Jane	Interim Program Manager	Ph.D.	6	NMAEA	9/20/18	ABQ
					C3	18/19	online
					UNM Training	9/18	online
					HED ABE Webinars	Monthly	online
					MPAEA	3/6-7/2019	Las Vegas
					TABE Training	10/18	Poj
Ress	Claudia	Instructor	Master's degree	1	UNM Training	9/18	online
Toledo	Sheldon	Instructor	Bachelor's degree	2	TABE Training	10/18	Cuba
					UNM Training	9/18	online
Brown	Victoria	Instructor	High School degree	0	TABE Training	10/18	Cuba



## IX. Fiscal Survey

PLEASE REVIEW AND FILL OUT THIS SECTION IN ITS ENTIRETY, ALL DONATED COSTS MUST BE TAKEN INTO CONSIDERATION

1. Please indicate Total hours contributed – Volunteer Tutors

Total hours contributed	Fair Market Value per Hour	Total
63	\$25/hour	1575

2. Please indicate FY 2018-2019 hours contributed – Volunteer Admin (Receptionist/Front Desk)

Total hours contributed	Fair Market Value per Hour	Total
NA		

3. Please indicate FY 2018-2019 hours contributed – Board of Directors (Organizational Development)

Total hours contributed	Fair Market Value per Hour	Total
NA		

4. Please indicate total fair market value of donated supplies and materials.  
(e.g., books)

5. Please indicate total fair market value of donated equipment.

6. Please indicate total fair market value of donated IT infrastructure and support.

Please estimate the Total indirect, in-kind expenses donated by your institution. This refers to all types of space, infrastructure, and instructional support. For space cost calculations, you can 1) estimate your institution's fair market rental value per square foot per month, or 2) you can provide the institution's building renewal and replacement allocation (and cite the source document). At a minimum, please indicate the approximate square footage of donated space (for NMHED to calculate at an average rate).

1. Please indicate square footage of donated space (all space your program uses that you do not have to pay fees for use)

Square footage of donated space	Fair Market Value per Square foot	Total
1621	3.20	\$62,246.40

### Alternate option:

Please indicate institution's building renewal and replacement allocation

(Please cite the source document for the amount)



**IX. Fiscal Survey (Continued)****A. Additional grants, funding from partnerships, etc.**

1. Please list other sources of support and their contributions for FY 2018-2019.

Source	Amount
Los Alamos Rotary Club	\$1755 to purchase HiSet vouchers
High Altitude Athletics Club	\$500 to purchase HiSet vouchers
Bernalillo High School, Cuba High School, Pojoaque Middle School, Delancey Street Foundation, Buffalo Thunder Resort and Casino and Sangre de Cristo House	These entities donated classroom space for HSE and ESL classes. Some also provided computer and internet access.

**B. Program Income Activities**

2. Please indicate the amount of PROGRAM INCOME generated from your program for the 2018-2019 fiscal year.

NA
----

Please list the PROGRAM INCOME EXPENDITURES below:

AEFLA allowable activity	Amount
NA	NA

## Adult Education Local Provider Annual Report

2018-2019

Please attach your NRS tables and MOU/IFA documents to the end of this document, scan it, and submit **one single PDF document** to: [adult.education@state.nm.us](mailto:adult.education@state.nm.us) no later than 5:00 p.m. on September 3, 2019.

# Student:

NRS Table 1: Participants by Entering Educational Functioning Level, Ethnicity, and Sex

Select Reporting  
System:

NRS FY 18-19

Agency: UNM-Los Alamos

Enter the number of participants\* by educational functioning level, ethnicity/race\*\*, and sex.

Entering Educational Functioning Level (A)	American Indian or Alaska Native		Asian		Black or African- American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	M (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
ABE*** Level 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 2	8	9	0	0	0	0	14	10	0	0	3	4	0	0	48
ABE Level 3	7	4	0	0	0	0	8	8	0	0	2	4	0	0	33
ABE Level 4	1	1	0	0	1	0	3	1	0	0	1	5	0	0	13
ABE Level 5	1	0	0	0	0	0	0	1	0	0	0	0	0	0	2
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ESL*** Level 1	0	0	0	1	0	1	5	6	0	0	0	1	0	0	14
ESL Level 2	0	0	0	0	0	1	1	2	0	0	0	1	0	0	5
ESL Level 3	0	0	0	1	0	0	2	1	0	0	0	1	0	0	5
ESL Level 4	0	0	1	1	0	0	2	4	0	0	0	2	0	0	10
ESL Level 5	0	0	0	5	0	0	1	1	0	0	0	0	0	0	7
ESL Level 6	0	0	2	6	0	0	0	2	0	0	0	3	0	1	14
Total	17	14	3	14	1	2	36	36	0	0	6	21	0	1	151

\*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.

\*\* See definitions for ethnicity/race categories.

\*\*\* ABE = Adult Basic Education; ESL = English as a Second Language

## Ethnicity/Race:

**Hispanic / Latino:** The participant indicates that he/she is a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture in origin, regardless of race.

**American Indian / Alaska Native:** The participant indicates that he/she is a member of an Indian tribe, band, nation, or other

organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688) [43 U.S.C. 1601 et seq.], which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Asian:** The participant indicates that he/she is a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent (e.g., India, Pakistan, Bangladesh, Sri Lanka, Nepal, Sikkim, and Bhutan). This area includes, for example, Cambodia, China, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black / African American:** The participant indicates that he/she is a person having origins in any of the black racial groups of Africa.

**Native Hawaiian / Other Pacific Islander:** The participant indicates that he/she is a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

**White:** the participant indicates that he/she is a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**More Than One Race:** Participants having origins in more than one racial category at program entry.

**Sex:**

**Male:** The participant indicates that he is male.

**Female:** The participant indicates that she is female.

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

NRS Table 2: Participants by Age, Ethnicity, and Sex

Select Reporting

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

System:

Enter the number of participants\* by age\*\*, ethnicity/race\*\*\*, and sex.

Age Group (A)	American Indian or Alaska Native		Asian		Black or African-American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
16-18	2	3	0	0	0	0	3	3	0	0	0	6	0	0	17
19-24	7	3	0	1	0	1	7	7	0	0	3	6	0	0	35
25-44	7	6	3	11	1	0	23	21	0	0	3	6	0	1	82
45-54	1	1	0	2	0	0	2	4	0	0	0	2	0	0	12
55-59	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
60+	0	1	0	0	0	1	1	1	0	0	0	0	0	0	4
Total	17	14	3	14	1	2	36	36	0	0	6	21	0	1	151

\*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.

\*\*Participants should be classified based on their age at program entry. Participants entering the program prior to the current program year should be classified based on their age at the beginning of the current program year.

\*\*\*See definitions of ethnicity/race categories.

The totals in columns B–O should equal the totals in columns B–O of Table 1. Row totals in column P should equal corresponding column row totals in Table 3.

## Ethnicity/Race:

See Table 1

## Sex:

See Table 1

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

## NRS Table 2A: Reportable Individuals by Age, Ethnicity, and Sex

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

Enter the number of reportable individuals\* who have completed fewer than 12 contact hours by age\*\*, ethnicity\*\*\*, and sex.

Age Group (A)	American Indian or Alaska Native		Asian		Black or African- American		Hispanic/Latino		Native Hawaiian or Other Pacific Islander		White		More than One Race		Total
	Male (B)	F (C)	M (D)	F (E)	M (F)	F (G)	M (H)	F (I)	M (J)	F (K)	M (L)	F (M)	M (N)	F (O)	(P)
16-18	0	0	0	0	0	0	1	2	0	0	0	2	0	0	5
19-24	0	1	0	0	0	0	1	1	0	0	0	0	0	0	3
25-44	4	7	1	3	0	0	3	8	0	0	1	1	0	0	28
45-54	0	0	0	0	0	0	1	0	0	0	0	1	0	0	2
55-59	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
60+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	4	8	1	3	0	1	6	11	0	0	1	4	0	0	39

\*Report, on this table, only individuals who have completed fewer than 12 contact hours in a period of participation. A reportable individual is an individual who has taken action that demonstrates an intent to use program services and who meets specific reporting criteria of an AEFLA program.

\*\* Reportable individuals should be classified based on their age at entry. Reportable individuals entering the program prior to the current program year should be classified based on their age at the beginning of the current program year.

\*\*\* See definitions of race/ethnic categories and examples that demonstrate how to report them.

Ethnicity/Race: See Table 1

# Student:

NRS Table 3: Participants by Program Type and Age

Select Reporting

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

System:

Enter the number of participants\* by program type and age, non-duplicated.

Program Type (A)	16-18 (B)	19-24 (C)	25-44 (D)	45-54 (E)	55-59 (F)	60+ (G)	Total (H)
<b>Adult Basic Education**</b>	17	25	45	6	0	1	94
Integrated Education and Training Program	0	0	0	0	0	0	0
<b>Adult Secondary Education***</b>	0	1	1	0	0	0	2
Integrated Education and Training Program	0	0	0	0	0	0	0
<b>English Language Acquisition****</b>	0	9	36	6	1	3	55
Integrated Education and Training Program	0	0	0	0	0	0	0
<b>Integrated English Literacy and Civics Education (Sec. 243)*****</b>	0	0	0	0	0	0	0
Integrated Education and Training Program	0	0	0	0	0	0	0
<b>Total</b>	17	35	82	12	1	4	151

\*A participant is an individual in an AEFLA program who has completed at least 12 contact hours.

The total in column H should equal the total in column P of Table 1.

\*\*Number of participants enrolled in ABE levels 1-4. This number includes those enrolled in Integrated Education and Training (IET) Programs (Sec. 203(11) of WIOA).

\*\*\*Number of participants enrolled in ABE levels 5 and 6. This number includes those enrolled in IET Programs (Sec. 203(11) of WIOA).

\*\*\*\*Number of participants enrolled in English Language Acquisition programs but not enrolled in Integrated English Literacy and Civics Education (IELCE) programs (Sec. 243 of WIOA). This number includes those enrolled in IET Programs (Sec. 203(11) of WIOA).

\*\*\*\*\*Number of participants enrolled in IELCE programs (Sec. 243 of WIOA). This number includes those enrolled in IET Programs. It does not include those enrolled in ELA programs.

# Student:

NRS Table 4

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

## Measurable Skill Gains by Entry Level

Enter the number of participants for each category listed, total attendance hours, number achieving at least one educational functioning level gain, number who attain a secondary school diploma or its equivalent, and periods of participation outcomes.

First Period of Participation									All Periods of Participation			
Enteri ng Educat ional Functi oning Level (A)	Numb er of Partici pants (B)	Total Numb er of Partici pants Exclud ed from MSG Performance (C)	Total Attend ance Hours for All Partici pants (D)	Numb er Who Achiev ed at Least One Educat ional Functi oning Level Gain (E)	Numb er Who Attain ed a Secon dary Diplo ma or Its Recogn ized Equiva lent (F)	Numb er Separ ated Before Achiev ing Measu rable Skill Gains (G)	Numb er Remai ning in Progra m Withou t Measu rable Skill Gains (H)	Perce ntage Achiev ing Measu rable Skill Gains (I)	Total Numb er of Period s of Partici pation (J)	Total Numb er of Period s of Partici pation in Which a Secon dary School Diplom a or Its Recogn ized Equiva lent Was Attaine d (K)	Perce ntage of Period s of Partici pation with Measu rable Skill Gains (L)	Perce ntage of Period s of Partici pation with Measu rable Skill Gains (M)
ABE Level 1	0	0	0	0	0	0	0	0	0	0	0	0
ABE Level 2	48	0	2145.25	7	5	20	16	25	48	7	5	25
ABE Level 3	33	0	1534	1	9	14	9	30.3	33	1	9	30.3
ABE Level 4	13	0	526.25	1	7	2	3	61.5	13	1	7	61.5



ABE Level 5	2	0	77.5	0	2	0	0	100	3	0	3	100
ABE Level 6	0	0	0	0	0	0	0	0	0	0	0	0
<b>ABE Total</b>	96	0	4283	9	23	36	28	33.3	97	9	24	34
ESL Level 1	14	0	997.5	7	0	4	3	50	14	7	0	50
ESL Level 2	5	0	337	4	0	1	0	80	6	4	0	66.7
ESL Level 3	5	0	482.5	2	0	2	1	40	5	2	0	40
ESL Level 4	10	0	297.25	3	0	6	1	30	10	3	0	30
ESL Level 5	7	0	608.25	4	0	3	0	57.1	7	4	0	57.1
ESL Level 6	14	0	1108.32	3	0	7	4	21.4	14	3	0	21.4
<b>ESL Total</b>	55	0	3830.82	23	0	23	9	41.8	56	23	0	41.1
<b>Grand Total</b>	151	0	8113.82	32	23	59	37	36.4	153	32	24	36.6

- Use participant's pretest score for the 1st entry of a program year for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns E through H. Total number of participants in column B should equal corresponding total number of participants in other NRS tables. Report the most recent measurable skill gain for a participant who achieved more than one measurable skill gain during a period of participation.
- The number in Column C is the number of participants who are being excluded from MSG performance due to the exclusion scenarios listed in OCTAE Program Memorandum 17-2 Attachment 2, Table A. No values associated with these participants should be entered into columns E-G.
- The number in column E is the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3)

States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.

- Column F is the number of participants who attained a secondary school diploma or its recognized equivalent.
- Enter only the most recent achievement, if attained, per participant in column E or column F. No participant should have an achievement counted in both columns.
- Column G is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services or activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column H is number of participants who remain enrolled and achieved no measurable skill gain.
- Column B should equal Column C + E + F + G + H.
- Column I is calculated using the following formula:  $(\text{Column I}) = (\text{Column E} + \text{Column F}) / (\text{Column B} - \text{Column C})$
- Column J is the total number of periods of participation for each participant. A participant may have more than one period of participation.
- Column K is the Total number of Periods of Participation in which at least one educational functioning level gain was achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column K or column L.
- Column L is the Total number of Periods of Participation in which a secondary school diploma or its recognized equivalent was attained. Multiple outcomes are permissible for individual participants with more than one period of participation. Although participants may achieve more than one gain per period of participation, only one gain for a participant per period of participation is reported in EITHER column K or column L.
- Column M is calculated using the following formula:  $(\text{Column M}) = (\text{Column K} + \text{Column L}) / (\text{Column J})$
- **Period of Participation:** For the Measurable Skill Gains indicator, a new period of participation is counted each time a participant enrolls—even if both enrollments occur within the same program year. It is not necessary to wait until the participant exits the program in order to count a measurable skill gain, because the measurable skill gains indicator is not an exit-based indicator. The skill gain may be counted as soon as it is earned at any point during the participation period of the program year in which it was earned. A person with more than one period of participation in a program year is counted separately for each period of participation in both the numerator and denominator of each applicable performance indicator. Therefore, the person is counted multiple times—once for each period of participation. Please see OCTAE program memorandum 17-2 for examples of counting periods of participation.

OMB Number 1830-0027

## 2

7



7

re

Er

Entering Educational Functioning Level (A)	Number of Participants (B)	Number with EFL Gain For ELA/Literacy or ELP by pre-posttesting (C)	Percentage Achieving ELA/Literacy or ELP EFL Gains (D)	Number with EFL Gain for Mathematics by pre-posttesting (E)	Percentage Achieving Mathematics EFL Gains (F)	Number with EFL Gain by Carnegie Units/Credits (G)	Percentage Achieving EFL Gain by Carnegie Units/Credits (H)	Number with EFL Gain by Transition to Postsecondary Education (I)	Percentage Achieving EFL Gain by Transition to Postsecondary Education (J)
ESL Level 5									
ESL Level 6									
ESL Total									
Grand Total									

#### Instructions for Completing Table 4A

- Column B is the number of participants who achieved an EFL gain during the program year
- Both ELA/literacy or ELP and Mathematics level gains must be reported for all participants, if tested in both areas. EFL gains reported in Columns C and D may be measured by reading, writing, literacy skills, speaking or listening tests approved for use in the National Reporting System for Adult Education (NRS).
- Report Carnegie unit/credit attainment and entry into postsecondary education for participants who achieved these outcomes. Multiple outcomes are permissible on this table for individual participants.
- In each of Columns C, E, G, and I, record the total number of participants who achieved at least one educational functioning level gain of that type.
- Calculate Percentages as follows:
  - Column D = Column C/Column B
  - Column F = Column E/Column B
  - Column H = Column G/Column B
  - Column J = Column I/Column B

# Student:

## NRS Table 4 B

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

### Educational Functioning Level Gain and Attendance for Pre- and Post-tested Participants

Enter the number of pre- and post-tested participants for each category listed, number of post-tested participants achieving at least one educational functioning level gain, and total attendance hours for post-tested participants.

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours (C)	Number with EFL Gain (D)	Number Separated Before Achieving EFL Gain (E)	Number Remaining Within Level (F)	Percentage Achieving EFL Gain (G)
ABE Level 1	0	0	0	0	0	0
ABE Level 2	14	1166.25	7	3	4	50
ABE Level 3	12	741.5	3	3	6	25
ABE Level 4	4	195.5	1	2	1	25
ABE Level 5	1	61.5	0	1	0	0
<b>ABE Total</b>	31	2164.75	11	9	11	35.5
ESL Level 1	8	858	7	0	1	87.5
ESL Level 2	4	267.5	4	0	0	100
ESL Level 3	3	391.5	2	0	1	66.7
ESL Level 4	3	161.25	3	0	0	100
ESL Level 5	4	528	4	0	0	100
ESL Level 6	6	789.91	3	0	3	50
<b>ESL Total</b>	28	2996.16	23	0	5	82.1
<b>Total</b>	59	5160.91	34	9	16	57.6

**Include in this table only participants who are both pre- and post-tested.**

- Column D is the total number of participants (both exited and continuing) who achieved at least one EFL gain by completing at least one level through pre- and post-testing.
- Column E is the number of participants who achieved no EFL gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column F represents the number of participants still enrolled who are at the same EFL level as when they entered.

- Column D + E + F should equal the total in Column B.
- Each row total in Column G is calculated using the following formula:  $G = \text{Column D} / \text{Column B}$

OMB Number 1830-0027, Expires 08/31/2017.

## Student:

NRS Table 4 C

Select Reporting System:

NRS FY 18-19

Agency: UNM-Los Alamos

### Measurable Skill Gains by Entry Level for Participants in Distance Education

Enter the number of participants for each category listed, total attendance hours, number achieving at least one educational functioning level gain, number who attain a secondary school diploma or its equivalent, and periods of participation outcomes.

[illegible]

Entering Educational Functioning Level (A)	Total Number Enrolled (B)	Total Attendance Hours for All Participants (C)	Number Who Achieved at Least One Educational Functioning Level Gain (D)	Number Who Attained a Secondary School Diploma or Its Equivalent (E)	Number Separated Before Achieving Measurable Skill Gains (F)	Number Remaining in Program Without Measurable Skill Gains (G)	Percentage Achieving Measurable Skill Gains (H)	Total Number of Periods of Participation (I)	Total Number of Periods of Participation with Measurable Skill Gains (J)	Percentage of Periods of Participation with Measurable Skill Gains (K)
ESL Level 4	0	0	0	0	0	0	0	0	0	0
ESL Level 5	0	0	0	0	0	0	0	0	0	0
ESL Level 6	0	0	0	0	0	0	0	0	0	0
<b>ESL Total</b>	0	0	0	0	0	0	0	0	0	0
<b>Grand Total</b>	0	0	0	0	0	0	0	0	0	0

**Include in this table only participants who are counted as distance education participants . This table is a subset of the participants reported in Table 4.**

- Use participant's pretest score for initial placement in this table.
- For the purposes of reporting measurable skill gain on Tables 4, 4C, 8, and 10, each program entry per participant during the reporting period is considered a period of participation.
- Count each participant only once in columns D through G.
- The number in column D is the number of participants who completed one or more Educational Functioning Level gains as measured in one of three ways: 1) by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.
- Column E is the number of participants who attained a secondary school diploma or its equivalent.
- Enter only the most recent achievement, if attained, per participant in column D or column E.
- Column F is the number of participants who achieved no measurable skill gain and exited the program. The last day of service cannot be determined until at least 90 days have elapsed since the participant last received services (services do not include self-service, information-only services, activities, or follow-up services), and there are no plans to provide the participant with future services.
- Column G is number of participants who remain enrolled and achieved no measurable skill gain.
- Column D + E + F + G should equal the total in column B.
- Column H is calculated using the following formula:  $(\text{Column H}) = (\text{Column D} + \text{Column E}) / (\text{Column B})$
- Column I is the total number of periods of participation for each participant. A participant may have more than one period of participation.



- Column J is the number of periods of participation in which a Measurable Skill Gain is achieved. Multiple outcomes are permissible for individual participants with more than one period of participation. Participants may achieve more than one gain per period of participation. However, a maximum of one gain per period of participation is reported in column J.
- Column K is calculated using the following formula:  $(\text{Column K}) = (\text{Column J}) / (\text{Column I})$

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

NRS Table 5: Core Follow-up Outcome Achievement

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

Core Follow-up Outcome Measures	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome or Median Earnings Value	Percent Achieving Outcome	Periods of Participation		
				Total Periods of Participation	Number of Periods of Participation Achieving Outcome or Median Earnings Value	Percent of Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Employment Second Quarter after exit*	137	29	21.2	146	29	19.9
Employment Fourth Quarter after exit*	146	35	24	160	38	23.8
Median Earnings Second Quarter after exit**	29	3748.88		29	3748.88	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***	13	4	30.8	13	4	30.8
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	13	2	15.4	13	2	15.4
Attained a Postsecondary Credential while enrolled or within one year of exit ****	0	0	0	0	0	0

## Instructions for Completing Table 5

Note: All shaded columns will be calculated automatically by OCTAE's data system.

For the purposes of reporting on Employment 2nd Quarter, Employment 4th Quarter, Median Earnings, and the Credential indicators on Tables 5, 5A, 8, and 10, each program entry and exit per participant during the reporting period is considered a period of participation.

Do not exclude participants because of missing Social Security numbers or other missing data.

\* Report in Column B (second and fourth quarter employment) the total number of participants who exited during the program year, excluding incarcerated individuals under section 225 of WIOA who exited the AEFLA program but are still incarcerated.

\*\* Report in Column B (Median Earnings) the total number of participants who exited during the program year and who were employed in the second quarter after program exit, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

\*\*\* Report in Column B (secondary school credential attainment) the total number of participants who exited during the program year who were at the ninth grade equivalent educational functioning level or higher upon entry, as measured by pretest with approved NRS test, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

\*\*\*\* Report in Column B (postsecondary credential attainment) the total number of participants who exited during the program year who were co-enrolled in adult education and postsecondary programs, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

Column C (except for Median Earnings) is the number of participants that achieved each outcome. For Median Earnings reporting, Column C is the median earnings value which is the midpoint between lowest and highest quarterly wage, in U.S. dollars, for the total number of participants who exited during the program year and who were employed in the second quarter after program exit, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

Column D (except for Median Earnings) is the number in Column C divided by the number in Column B. Column D should never be greater than 100 percent.

Column E is the total number of Periods of Participation for each participant reported in column B. This number will be greater than or equal to the number of participants in Column B.

Column F (except for Median Earnings) is the number of periods of participation for which the outcome was received. For Median Earnings reporting, Column F is the median earnings value which is the midpoint between lowest and highest quarterly wage, in U.S. dollars, for the total number of periods of participation, excluding incarcerated individuals under section 225 who exited the AEFLA program but are still incarcerated.

Column G (except for Median Earnings) is the number in Column F divided by the number in Column E. Column G should never be greater than 100 percent.

Columns D and G are not applicable to Median Earnings.

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

NRS Table 5 A: Core Follow-up Outcome Achievement for Participants in Distance Education

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

Core Follow-up Outcome Measures	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome or Median Earnings Value	Percent Achieving Outcome	Periods of Participation		
				Total Periods of Participation	Number of Periods of Participation Achieving Outcome or Median Earnings Value	Percent of Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Employment Second Quarter after exit*	0	0	0	0	0	0
Employment Fourth Quarter after exit*	0	0	0	0	0	0
Median Earnings Second Quarter after exit**	0	0		0	0	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit ****	0	0	0	0	0	0

## Instructions for Completing Table 5a

Include only participants who are counted as distance education participants. Distance education participants are included in Table 5 Follow instructions for completing Table 5.

Note: All shaded columns will be calculated automatically by OCTAE's data system.

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

NRS Table 6: Participant Status and Program Enrollment

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

Participant Status on Entry into the Program (A)	Number (B)	
Employed	65	
Employed, but Received Notice of Termination of Employment or Military Separation is pending	0	
Unemployed	49	
Not in the Labor Force	37	
TOTAL	151	
Highest Degree Level of School Completed*	US Based Schooling	Non-US Based Schooling
No Schooling	0	0
Grades 1-5	0	0
Grades 6-8	11	10
Grades 9-12 (no diploma)	59	23
Secondary School Diploma or alternate credential	1	17
Secondary School Equivalent	0	0
Some Postsecondary education, no degree	0	3
Postsecondary or professional degree	1	26
Unknown	0	0
TOTAL (both US Based and Non-US Based)	151	
Program Type**		
In Family Literacy Program	0	
In Workplace Adult Education and Literacy Activities***	0	
Institutional Programs (section 225)		
In Correctional Facility	2	
In Community Correctional Program	0	
In Other Institutional Setting	22	

Participant Status on Entry into the Program (A)	Number (B)
TOTAL Institutional	24

\* Enter the highest level of schooling or degree attained for each participant in US or non-US-based schooling. Provide *only one entry* per participant. The total number of participants reported here must be the same as the number reported in the Total row of Column P, Table 1.

\*\* Participants counted here must be in a program specifically designed for that purpose.

\*\*\* The term “workplace adult education and literacy activities” means adult education and literacy activities offered by an eligible provider in collaboration with an employer or employee organization at a workplace or an off-site location that is designed to improve the productivity of the workforce.

#### Employment Status definitions:

**Employed:** The participant, at program entry, (a) is currently performing any work at all as a paid employee, (b) is currently performing any work at all in his or her own business, profession, or farm, (c) is currently performing any work as an unpaid worker in an enterprise operated by a member of the family, or (d) is one who is not working, but currently has a job or business from which he or she is temporarily absent because of illness, bad weather, vacation, labor-management dispute, or personal reasons, whether or not paid by the employer for time-off, and whether or not seeking another job.

**Employed, but Received Notice of Termination of Employment or Military Separation is pending:** The participant, at program entry, is a person who, although employed, either (a) has received a notice of termination of employment or the employer has issued a Worker Adjustment and Retraining Notification (WARN) or other notice that the facility or enterprise will close, or (b) is a transitioning service member (i.e., within 12 months of separation or 24 months of retirement).

**Not in the labor force:** The participant, at program entry, is not in the labor force (i.e., those who are not employed and are not actively looking for work, including those who are incarcerated).

**Unemployed:** The participant, at program entry, is not employed but is seeking employment, makes specific effort to find a job, and is available for work.

OMB Number 1830-0027, Expires 08/31/2017.

# Student:

NRS Table 8: Outcomes for Participants in Family Literacy Programs (Optional)

Select Reporting

NRS FY 18-19

Agency: UNM-Los Alamos

System:

First Period of Participation

All Periods of Participation

Primary Indicators of Performance	Number of Participants Included in the Indicator	Number of Participants Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	0	0	0	0	0	0
Employment Second Quarter after exit*	0	0	0	0	0	0
Employment Fourth Quarter after exit*	0	0	0	0	0	0
Median Earnings Second Quarter after exit**	0	0		0	0	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit ***	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit ***	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit ****	0	0	0	0	0	0

Family Literacy Follow-up Outcome Measures	Number of Participants who Exited	Number of Participants who Exited Achieving Outcome	Percent Achieving Outcome
Increased Involvement in Children's Education	0	0	0
Helped more frequently with school		0	
Increased contact with children's teachers		0	
More involved in children's school activities		0	
Increased Involvement in Children's Literacy Activities	0	0	0
Reading to children		0	
Visiting library		0	
Purchasing books or magazines		0	
Left Public Assistance	0	0	0

### Instructions for Completing Table 8

Include only family literacy program participants in Table 8.

Note: All shaded columns will be calculated automatically by OCTAE's data system.

### For reporting measurable skill gains:

Enter in column B the total number of Family Literacy program participants enrolled during the reporting period. Enter in column C the number of participants who achieved one or more educational functioning level gains or attained a secondary school diploma. Enter only one of these achievements, if attained, per participant in column C.

### For reporting the exit-based Primary Indicators of Performance:

Follow instructions for completing Table 5 to report these outcomes.

### For reporting family literacy outcome measures:

Report in Column B the total number of participants who exited during the program year. Do not exclude participants because of missing Social Security numbers or other missing data.

Achievement of one or more of the increased involvement in children's education or children's literacy activities measures should be counted only once per participant. However, the specific outcome should be recorded in the subcategory and more than one outcome may be reported, so that the total for the three subcategories may be greater than the total reported for the overall category. For example, a participant who helped more frequently with schoolwork and increased contact with child's teachers would be recorded in both categories but would be counted only once in the overall category of "increased involvement in children's education."





# Student:

NRS Table 9

Select Reporting

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

System:

## Outcome Achievement for Participants in Integrated English Literacy and Civics Education

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	Number of Participants Included in the Indicator	Number of Participants Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	0	0	0	0	0	0
Employment Second Quarter after exit	0	0	0	0	0	0
Employment Fourth Quarter after exit	0	0	0	0	0	0
Median Earnings Second Quarter after exit	0	0		0	0	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0

Civics Education Follow-up Outcome Measures (Optional)	Number of Participants Who Exited	Number of Participants Who Exited Achieving Outcome	Percent Achieving Outcome
Achieved Citizenship Skills	0	0	0
Voted or Registered to Vote	0	0	0
Increased Involvement in Community Activities	0	0	0

#### Instructions for Completing Table 9

Include only participants who are counted as Integrated English Literacy and Civics Education program participants.

Note: All shaded columns will be calculated automatically by OCTAE's data system.

**For measurable skill gain:** Enter in column B the total number of Integrated English Literacy and Civics Education program participants enrolled during the reporting period. Enter in column C the number of participants who achieved one or more educational functioning level gains or attained a secondary school diploma or recognized equivalent. Enter only one of these achievements, if attained, per participant in column C.

**For reporting the exit-based Primary Indicators of Performance:**

Follow instructions for completing Table 5 to report these outcomes.

**For reporting civics education outcome measures:**

Report in Column B the total number of participants who exited during the program year. Do not exclude participants because of missing Social Security numbers or other missing data.

Achievement of one or more of the civics education outcome measures should be counted only once per participant.

# Student:

Table 10: Outcome Achievement for Participants in Correctional Education Programs

Select Reporting  
System:

NRS FY 18-19 ▼

Agency: UNM-Los Alamos

First Period of Participation				All Periods of Participation		
Primary Indicators of Performance	Number of Participants Included in the Indicator	Number of Participants Achieving Outcome or Median Earnings Value	Percentage of Participants Achieving Outcome	Total Periods of Participation	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation	Percentage of Participants in All Periods of Participation Achieving Outcome
(A)	(B)	(C)	(D)	(E)	(F)	(G)
Measurable Skill Gain	2	0	0	2	0	0
Employment Second Quarter after exit	0	0	0	0	0	0
Employment Fourth Quarter after exit	0	0	0	0	0	0
Median Earnings Second Quarter after exit	0	0		0	0	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0

## Instructions for Completing Table 10

Include only correctional education participants under Sec. 225 of WIOA.

Note: All shaded columns will be calculated automatically by OCTAE's data system.

**For measurable skill gain:** Enter in column B the total number of correctional education program participants enrolled during the reporting period. This indicator includes both released and non-released participants. Enter in column C the number of participants who achieved one or more educational functioning level gains or attained a secondary school diploma. Enter only one of these achievements, if attained, per participant in column C.

**For reporting the Primary Indicators of Performance:**

Enter in column B the total number of correctional education program participants enrolled during the reporting period who were no longer incarcerated at program exit. Enter in column C the number of participants who were no longer incarcerated at program exit who achieved success in the designated indicator.

**Follow instructions for completing Table 5 to report these outcomes.**

OMB Number 1830-0027

# Student:

## NRS Table 11

Select Reporting  
System:

NRS FY 18-19

Agency: UNM-Los Alamos

### Outcome Achievement for Participants in Integrated Education and Training Programs

Enter the number of all participants in Integrated Education and Training programs for each of the categories listed.

Primary Indicators of Performance (A)	Number of Participants Included in the Indicator (B)	Number of Participants Achieving Outcome or Median Earnings Value (C)	Percentage of Participants Achieving Outcome (D)	Total Periods of Participation (E)	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation (F)	Percentage of Participants in All Periods of Participation Achieving Outcome (G)
MSG via Achievement of at Least One Educational Functioning Level Gain	0	0	0	0	0	0
MSG via Attainment of Secondary School Diploma/ Recognized Equivalent	0	0	0	0	0	0
MSG via Secondary or Postsecondary Transcript	0	0	0	0	0	0
MSG via Progress Toward Milestones	0	0	0	0	0	0
MSG via Passing Technical/ Occupational Skills Exam	0	0	0	0	0	0

Primary Indicators of Performance (A)	Number of Participants Included in the Indicator (B)	Number of Participants Achieving Outcome or Median Earnings Value (C)	Percentage of Participants Achieving Outcome (D)	Total Periods of Participation (E)	Total Number of Periods of Participation in which Participants Achieved Outcome or Median Earnings Value for All Periods of Participation (F)	Percentage of Participants in All Periods of Participation Achieving Outcome (G)
Employment Second Quarter after exit	0	0	0	0	0	0
Employment Fourth Quarter after exit	0	0	0	0	0	0
Median Earnings Second Quarter after exit	0	0		0	0	
Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit	0	0	0	0	0	0
Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit	0	0	0	0	0	0
Attained a Postsecondary Credential while enrolled or within one year of exit	0	0	0	0	0	0

#### Instructions for Completing Table 11

Include only IET program participants but exclude participants who exited due to the exclusions listed in OCTAE Memorandum 17-2 Attachment 2, Table A. Also exclude from all indicators, except EFL gains, incarcerated individuals under WIOA section 225 who exited the AEFLA program but are still incarcerated. All shaded columns will be calculated automatically by OCTAE's data system.

**Report any of the following MSG outcomes for each IET participant. Reporting multiple MSG outcomes per participant is permitted.**

**For reporting MSG via Achievement of at Least One Educational Functioning Level Gain:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who completed one or more Educational Functioning Level (EFL) gains as measured in one of three ways: 1) an EFL gain may be measured by comparing a participant's initial EFL as measured by a pre-test with the participant's EFL as measured by a participant's post-test; or 2) for States that offer high school programs that lead to a secondary school diploma or its recognized equivalent, an EFL gain may be measured through the awarding of credits or Carnegie units; or 3) States may report an EFL gain for participants who exit the program and enroll in postsecondary education or training during the program year.

**For reporting MSG via Attainment of Secondary School Diploma/Recognized Equivalent:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who attained a secondary school diploma or its recognized equivalent.

**For reporting MSG via Secondary or Postsecondary Transcript:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who demonstrated progress through a secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards.

**For reporting MSG via Progress Toward Milestones:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who demonstrated satisfactory or better progress report, towards established milestones, such as completion of on-the-job training (OJT) or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training.

**For reporting MSG via Passing Technical/Occupational Skills Exams:** Enter in column B the total number of Integrated Education and Training program participants enrolled during the reporting period. Enter in column C the number of participants who successfully passed an exam that is required for a particular occupation or attained progress in technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

**For reporting the exit-based Primary Indicators of Performance:** Follow instructions for completing Table 5 to report these outcomes.



Student:

NRS Table 12 (beginning Program Year 2010-11): Work-based Project Learners by Age, Ethnicity, and Sex (Optional)

Select Reporting System:

NRS FY 18-19

Agency: UNM-Los Alamos

[illegible]

Student:

NRS Table 14: Local Grantees by Funding Source

Select Reporting System: 

NRS FY 18-19

Agency: UNM-Los Alamos

Enter the number of each type of grantee (see attached definitions) directly funded by the State and the amount of Federal and State funding they receive.

Provider Agency * (A)	Total Number of Providers (B)	Total Number of IELCE Providers (C)	Total Number of Sub- Recipients (D)	WIOA Funding		State Funding	
				Total (E)	% of Total (F)	Total (G)	% of Total (H)
Local Educational Agencies							
Public or Private Nonprofit Agency							
Community-based Organizations							
Faith-based Organizations							
Libraries							
Institutions of Higher Education							
Community, Junior or Technical Colleges							
Four-year Colleges or Universities							
Other Institutions							
Other Agencies							
Correctional Institutions							
Other Institutions (non-correctional)							
All Other Agencies							
Other							
Fillable field							
Total							

Instructions for Completing Table 14

Note: All shaded columns will be calculated automatically by OCTAE's data system.

- In Column (B), report the number of all providers receiving a grant award or contract for instructional services from the eligible agency.
- In Column (C), report the total number of Integrated English Literacy and Civics Education (IELCE) providers receiving a grant award or contract for instructional services.
- In Column (D), report the total number of each entity receiving funds as a sub-recipient. (Entities receiving funds from a grantee as part of a consortium are to be reported in column (D).
- In Column (F), the percentage is calculated using the following formula: Cell value in Column (E) / Total of Column (E)
- In Column (G), report the total amount of State funds contributed. This amount need not necessarily equal the non-Federal expenditure report on the Federal Financial Report.
- In Column (H), the percentage is calculated using the following formula: Cell value in Column (G) / Total of Column (G)

**\* Provider Agency Descriptions for Table 14**

**Local Educational Agencies** are public boards of education or other public authorities legally constituted within a State for either administrative control or direction of, or to perform a service function for, public elementary schools or secondary schools in a city, county, township, school district, or other political subdivision of a State.

**Community-based Organizations** (CBOs) are private nonprofit organizations of demonstrated effectiveness that are representative of a community or significant segment of a community.

**Faith-based Organizations** (FBO) are non-profit organizations associated with a faith community or multiple faith ministries.

**Libraries** are public state and community funded institutions that offer education and community services in addition to providing access to print, audio-visual and technology resources.

**Community, Junior or Technical Colleges** are public institutions of higher education that offer associate's degree and certificate programs but, with few exceptions, award no baccalaureate degrees.

**Four Year Colleges or Universities** are public or private non-profit institutions of higher education that primarily offer baccalaureate degree programs.

**Other Institution of Higher Education** is a public or private non-profit institution that is not a community, junior, or technical college or a four-year college or university.

**Correctional Institutions** are prisons, jails, reformatories, work farms, detention centers, or halfway houses, community-based rehabilitation centers, or any other similar institutions designed for the confinement or rehabilitation of criminal offenders.

**Other Institutions (Non-Correctional)** are any medical or special institutions not designed for criminal offenders.

**All Other Agencies** include other public (Federal, State, local) agencies not listed in the categories above (e.g. Public Housing Authority).

Other **categories of grantees** (e.g. nonprofit institution not described above, partnership between an employer and any entity above, etc.).



New Mexico  
Workforce Connection

*A Proud Partner of the American Job Center Network*

**Memorandum of Understanding (MOU)**

Between

**Northern Area Local Workforce Development Board  
(NALWDB)**

And

**American Job Center Partners**

## COMMON WORKFORCE INNOVATION AND OPPORTUNITY ACT ACRONYMS

### A

ABE	Adult Basic Education
AEL	Adult Education & Literacy
ASE	Adult Secondary Education

### B

BLS	Bureau of Labor Statistics
BSU	Business Service Unit
BSR	Business Service Representative

### C

CBO	Community-Based Organization
CCS	Child Care Services
CEO	Chief Elected Official Chief Executive Officer
CLF	Civilian Labor Force
CRT	Classroom Training
CTE	Career and Technical Education
CY	Calendar Year

### D

DADS	Department of Aging and Disability Services
DFPS	Department of Family and Protective Services
DOE	Department of Education
DOL	Department of Labor (U.S. and Federal)
DOT	Department of Transportation
DVOP	Disabled Veterans Outreach Program
DW	Dislocated Worker

## **E**

E&T	Education and Training
EA	Emergency Assistance
EAP	Employee Assistance Program
EGC	Executive and Governance Committee
EDC	Economic Development Corporation
EEO	Equal Employment Opportunity
EEOC	Equal Employment Opportunity Commission
ESL	English as a Second Language
ESOL	English for Speakers of Other Languages
ESP	Employment Services Program
ETA	Employment & Training Administration
ETPS	Eligible Training Provider System

## **F**

FA	Fiscal Agent
FBO	Faith-Based Organization
FLSSA	Fair Labor Standards Act
FR	Federal Register
FY	Fiscal Year

## **G**

GAAP

GED	General Equivalency Diploma
-----	-----------------------------

## **H**

HB-5	House Bill 5
HDJT	High Demand Job Training
HHS	U.S. Department of Health & Human Services
HS	High School

## **I**

IEP	Individual Employment Plan
-----	----------------------------

ITA Individual Training Account

## **J**

JET Jobs and Education for Texas

## **K**

K-12 Kindergarten through 12th grade

KPI Key Performance Indicator

KSI Key Strategic Imperative

## **L**

LEP Limited English Proficiency

LMI Labor Market Information

LNG Liquid Nitrogen Gas

LRGVDC Lower Rio Grande Valley Development Council

LWDB Local Workforce Development Board

## **M**

MET Migrant Education and Training

MOU Memorandum of Understanding

MPR Monthly Performance Report

MSFW Migrant Seasonal Farm Worker

## **N**

NAICS North American Industry Classification System

NAWB National Association of Workforce Boards

NCP Non-Custodial Parent

NEG National Emergency Grant

NBRI National Business Research Institute

NFA Notice of Fund Availability

## O

OJT	On-The-Job Training
OMB	Office of Management and Budget
O*NET	Occupational Information Network

## P

PA	Public Assistance
PY	Program Year

## R

RESTEC	Rio South Texas Economic Council
RFP	Request for Proposal
RFI	Request for Information
RFQ	Request for Qualifications
RGV LEAD	Rio Grande Valley Linking Economic and Academic Development
RR	Rapid Response
RTAP	Regional Transportation Advisory Panel

## S

SDF	Skill Development Fund
SEAL	Summer Earn and Learn
SSF	Self Sufficiency Fund
SNAP E&T	Supplemental Nutrition Assistant Program Employment and Training
SOC	Standard Occupation Classification
STEM	Science, Technology, Engineering and Math

## T

TA	Technical Assistance
TAA	Trade Adjustment Assistance
TANF	Temporary Assistance for Needy Families
TEA	Texas Education Agency
TEGL	Training & Employment Guidance Letter
TIP	Texas Industry Partnership
TRS	Texas Rising Star



TSR Texas School Ready  
TWC Texas Workforce Commission  
TWIST The Workforce Information System of Texas

## U

UC Unemployment Compensation  
UI Unemployment Insurance  
USDOL United States Department of Labor

## V

VA Veterans Administration  
VRS Vocational Rehabilitation Services

## W

WARN Worker Adjustment and Retraining Notification Act  
WCCT Workforce Career Center Traffic  
WD Workforce Development  
W/E Work Experience  
WFS Workforce Solutions  
Workforce Innovation and Opportunity Act  
WIOA Title I Adult Program  
Title I Dislocated Workers  
Title I Youth (age 14-24, in-out of school)  
WIA Workforce Investment Area  
WIT Work In Texas  
WOTC Work Opportunity Tax Credit

## Y

YCE Youth Career Expo

**Memorandum of Understanding (MOU)**  
Between  
**Northern Area Local Workforce Development Board (NALWDB)**  
And  
**American Job Center Partners**

**Legal Authority**

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with this agreement of the Chief Elected Officials (CEO's), to develop and enter into a Memorandum of Understanding (MOU) and the One-Stop Partners consistent with WIOA Sec. 121(c)(2) concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500 and 34 CFR 463.500 and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), it is implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative requirement, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) ant 2 CFR part 200,

**Purpose**

The primary purpose of this Memorandum of Understanding (MOU) is to create a partnership between the Northern Area Local Workforce Development Board (NALWDB) and the American Job Center Partners (Partners) within the counties of Santa Fe, Taos, Rio Arriba, Los Alamos, Colfax, San Miguel, Mora, McKinley, San Juan and Cibola.

The development and implementation of a comprehensive Workforce System requires teamwork between the Partners and the NALWDB. The Partners and the NALWDB agree to work together to establish shared goals, operating strategies, and procedures for effective integration of workforce services.

The NALWDB collaborates with a wide variety of individuals, businesses, and organizations. The NALWDB views its mission as guiding a regionally-recognized workforce development system that aligns with the economic and educational goals of the State of New Mexico resulting in a qualified workforce available to businesses across counties; our mission directly supports economic business growth. The vision is for a New Mexico where every person maximizes his or her career potential, and businesses have access to the human capital they need to be successful. The collaborative development of this local plan is intended to create a foundational blueprint for local chief elected officials, economic development organizations, state agencies, community organizations, labor unions, local businesses, and WIOA adult and youth service

providers to utilize in coordinating services for businesses, job training, and placement activities to meet the diverse, unique needs of both the mostly rural and also urban areas within the NALWDB service delivery area.

## **System Structure**

### **NALWDB American Job Centers**

Within the Northern Region there is Two WIOA comprehensive One-Stops (Santa Fe County and San Juan County) and six affiliate American Job Centers. These centers were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act. All centers offer WIOA Adult, Dislocated and Youth Services, and provide for both staff assisted and self-directed services and access to Unemployment Services via the telephone or through the resource center facilities. Resources available at each NALWDB AJC One-Stop includes, but are not limited to: computers with internet access and the New Mexico Job Service System, fax and copy machines, online job search and career exploration resources, online filing for Unemployment Insurance benefits, labor market information and literature pertaining to careers, job search and training. Staff assisted career services are available to customers who require some staff assistance to include job referral, job development, workshops, resume review, and other reemployment services support.

Office hours for Comprehensive sites within the Northern Area are Monday through Friday 8:00 AM to 5:00 PM.

Itinerate office hours in Colfax County Tuesday through Thursday 8:00 AM to 5:00 PM

Itinerate office hours in Cibola County Monday, Wednesday, Friday 8:00 AM-5:00 PM

### **One-Stop Operator**

The NALWDB has hired Barney Trujillo as the one-stop operator. The NALWDB was designated as the one-stop operator by NMDWS, after an attempt to procure an operator through a competitive process in accordance with the Uniform Guidance, and Local procurement laws and regulations, however there were no responses to the RFP. The State requires that the one-stop operator is re-competed at least every three years and no later than every four years. Functional details are outlined in the Roles and Responsibilities of Partners section, under One-Stop Operator.

## Partners

Partner Program	Partner Organization	Authorization / Category	Signatory Official	Contact Information
<i>Co-Located Partners at One-Stop America's Job Centers</i>				
Wagner-Peyser Employment Services	NM Dept. of Workforce Solutions	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
Jobs for Veterans State Grants	NM Dept. of Workforce Solutions	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C.	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
Trade Adjustment Assistance	NM Dept. of Workforce Solutions	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Secretary Celina Bussey	PO Box 1928 Albuquerque, NM 87103-1928 505-841-8912 <a href="mailto:celina.bussey@state.nm.us">celina.bussey@state.nm.us</a>
WIOA Adult, Dislocated Worker, and Youth Programs	SER Jobs for Progress	WIOA title I Adult, Dislocated Worker, and Youth Programs – WIOA Act of 2014	Alex Martinez	1596 Pacheco St Ste 109 Santa Fe NM 87505

<i>Partners Not Co-located at One-Stop - America's Job Centers</i>				
NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services	State Vocational Rehabilitation (VR) program, authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	NM Department of Vocational Rehabilitation Services	NM Department of Vocational Rehabilitation Services 2541 Camino Ortiz B Santa Fe NM 87505 505-827-3526
Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions	Budget Control Act, 2016, WIOA Act of 2014,	Unemployment Insurance Reemployment Services and Eligibility Assessment	NM Dept. of Workforce Solutions
Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF)	NM Human Services Dept,	Temporary Assistance for Needy Families (TANF)
Title V- Senior Community Service Employment	NM Aging and Long Term Services	Senior Community Service Employment Program		2550 Cerrillos Rd Santa Fe NM 87505
Senior Community Service Employment Program SCSEP	NM Goodwill	Senior Community Service Employment Program (SCSEP), authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 seq.)	Jeff Medina, Director	
National Farmworker Jobs Program Employment and Training Grants	Help – New Mexico	National Farmworker Job Program (NFJP) WIOA Sec. 167	Michael Gutierrez, Chief Executive Officer	5101 Copper Ave NE Albuquerque, NM 87124 505-766-4918 <a href="mailto:Mike.Gutierrez@helpnm.com">Mike.Gutierrez@helpnm.com</a>
Adult Basic Education	Dine College Consortium  Luna Community College  NMSU Grants	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program	Nick Evangelista  Rock Ulibarri  Tom McGaghie	<a href="mailto:nick@sagell.org">nick@sagell.org</a>  <a href="mailto:rulibarri@luna.edu">rulibarri@luna.edu</a>  <a href="mailto:tjmcgagh@ad.nmsu.edu">tjmcgagh@ad.nmsu.edu</a>

	Northern New Mexico College		Liz Abeyta	<a href="mailto:liz.abeyta@nnmc.edu">liz.abeyta@nnmc.edu</a>
	San Juan College		Jenny Lambert Beaty	<a href="mailto:lambertbeatyj@sanjuancollege.edu">lambertbeatyj@sanjuancollege.edu</a>
	Santa Fe Community College		Letty Naranjo	<a href="mailto:letty.naranjo@sfcc.edu">letty.naranjo@sfcc.edu</a>
	UNM - Los Alamos		Gabe Baca	<a href="mailto:gbaca@unm.edu">gbaca@unm.edu</a>
	UNM -Gallup		Laura Jijon	<a href="mailto:lbjijon@unm.edu">lbjijon@unm.edu</a>
	UNM Taos		Judy Hofer	<a href="mailto:Judy@unm.edu">Judy@unm.edu</a>

## Terms and Conditions

### Partner Services

Partners will make the services below available, as applicable to the program, consistent with and coordinated via the NALWDB's American Job Centers. Additional services may be provided on a case by case basis and with the approval of the NALWDB.

<b>Business Services</b>		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce systems services and products	Conduct on-site Rapid Response activities regarding closures and downsizings	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment, and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
Assist with the interpretation of labor market information	Conduct and or assist with job fairs and hiring events	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

<b>Job Seeker Services</b>		
<b><u>Basic Career Services</u></b>	<b><u>Individualized Career Services</u></b>	<b><u>Training</u></b>
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skill levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group career counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the Local workforce system	Individual counseling and career planning	Training programs operated by the public and private sector
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral, and placement assistance	Skill upgrading and retraining
Information for Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA		Other training services as determined by the workforce partner's governing rules
		Post-employment follow-up services and support



<b>Youth Services</b>	
Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential	Alternative secondary school services, or dropout recovery services, as appropriate
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate
Supportive services	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months
Follow-up services for not less than 12 months after the completion of participation, as appropriate	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
Financial literacy education	Entrepreneurial skills training
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services	Activities that help youth prepare for and transition to postsecondary education and training

## **Roles Responsibilities of the Partners**

### **All Parties to this agreement shall comply with:**

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016);
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act of 1990 (Public Law 101-336);
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor;
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99);
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38);
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603);
- All amendments to each; and
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

### **Additionally, all Parties shall:**

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above;
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of

customers, maintenance of records, and other confidential information relating to customers; and

- Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement.

### **Chief Elected Official**

CEO'S for the NALWDB will:

- In Partnership with the NALWDB and other applicable Partners within the planning region, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by the NALWDB and their Partners, and that incorporates plans for each of the Local areas in the planning region,
- Approve the NALWDB's budget and workforce center cost allocation plan,
- Approve the selection of the one-stop operator following the competitive procurement process, and
- Coordinate with the NALWDB to oversee the operations of the Northern Region's Area's American Job Center network.

### **NALWDB**

The Northern Area Local Workforce Development Board ensures the workforce-related needs of employers, workers, and job seekers in the Northern Area are met, to the maximum extent possible with available resources. The NALWDB will:

- In Partnership with the CEO's and other applicable Partners within the Northern Area, develop and submit a single regional plan that includes a description of the activities that shall be undertaken by NALWDB and their Partners;
- In collaboration and Partnership with the CEO's and other applicable Partners within the planning region, develop the strategic regional vision, goals, objectives, and workforce-related policies;
- In cooperation with the Local CEO's design and approve the NALWDB - American Job Center network structure. This includes, but is not limited to:
  - Adequate, sufficient, and accessible one-stop center locations and facilities

- Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities)
  - A holistic system of supporting services
  - A competitively procured one-stop operator
- In collaboration with the CEO's, designee through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s)
- Determine the role and day-to-day duties of the one-stop operator
- Approve annual budget allocations for operation of the American Job Center network
- Help the one-stop operator recruit operational Partners and negotiate MOUs with new Partners
- Leverage additional funding for the NALWDB's American Job Center network to operate and expand one-stop customer activities and resources
- Review and evaluate performance of the NALWDB and one-stop operator

### **One-Stop Operator**

- The Northern Area Local Workforce Development Board One-Stop Operations Manager will designate from Partner staff a Site Manager who will act as "functional leaders" for their designated office. As such, they will have the authority to organize and supervise Partner staff, to optimize and streamline service delivery efforts. Formal leadership, supervision, and performance responsibilities will remain with each staff member's employer of record. The one-stop operator, through the Center Managers, will, at a minimum:
- Manage daily operations, including but not limited to:
- Managing and coordinating Partner responsibilities, as defined in this MOU
- Managing hours of operation, including the once weekly extended hours of operation
- Coordinate daily work schedules and work flow based upon operational needs

- Coordinate staff vacations/unscheduled absences with the formal leader to ensure service coverage by center staff. Assist the NALWDB in establishing and maintaining the American Job Center network structure.

This includes but is not limited to:

- Ensuring that State requirements for center certification are met and maintained
  - Ensuring that career services such the ones outlined in WIOA sec. 134(c)(2) are available and accessible
  - Ensuring that NALWDB policies are implemented and adhered to
  - Adhering to the provisions outlined in the contract with the NALWDB and the NALWDB's Business Plan
  - Reinforcing strategic objectives of the NALWDB to Partners
  - Ensuring staff are properly trained by their formal leadership organizations and provided technical assistance as needed
- Integrate systems and coordinate services for the center and its Partners, placing priority on customer service
  - Integrated Workforce Service Delivery, as defined by WIOA, means organizing and implementing services by function (rather than by program), when permitted by a program's authorizing statute and as appropriate, and by coordinating policies, staff communication, capacity building, and training efforts
  - Functional alignment includes having one-stop center staff who perform similar tasks serve on relevant functional teams, e.g. Skills Development Team or Business Services Team
  - Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by cross-functional teams, consistent with the purpose, scope, and requirements of each program
  - The services are seamless to the customer, meaning the services are free of cumbersome transitions or duplicative registrations from one program service to another and there is a smooth customer flow to access the array of services available in the workforce center
  - Oversee and coordinate partner, program, and NALWDB's American Job Center network performance.

This includes but is not limited to:

- Providing and/or contributing to reports of center activities, as requested by the NALWDB
- Providing input to the formal leader (partner program official) on the work performance of staff under their review
- Notifying the formal leader immediately of any staff leave requests or unexcused absences, disciplinary needs, or changes in employee status
- Identifying and facilitating the timely resolution of complaints, problems, and other issues
- Collaborating with the NALWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the

case management systems, and coordinated data batch downloads (while ensuring the confidentiality requirements of FERPA, 34 CFR 361.38, and 20 CFR part 603)

- Ensuring open communication with the formal leader(s) in order to facilitate efficient and effective center operations
  - Evaluating customer satisfaction data and propose service strategy changes to the NALWDB based on findings
- Manage fiscal responsibilities and records for the center. This includes assisting the NALWDB with cost allocations and the maintenance and reconciliation of one-stop center operation budgets.

The One-Stop operator will not assist in the development, preparation and submission of Local plans. They cannot manage or assist in future competitive processes for selecting operators or select or terminate one-stop operators, career services providers, or Youth providers. The operator cannot negotiate local performance accountability measures or develop and submit budgets for activities. NALWDB is responsible for the negotiated performance measures, strategic planning, budgets, and one-stop operator oversight (including monitoring).

## **Partners**

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement and to pursue acquiring Certified Workforce Development Professional (CWDP) certification for partner staff.

Partners will further promote system integration to the maximum extent feasible through:

- Effective communication, information sharing, and collaboration with the one-stop operator
- Joint planning, policy development, and system design processes
- Commitment to the joint mission, vision, goals, strategies, and performance measures
- The design assessment, referral, and case management processes
- The use of data sharing methods, as appropriate
- Leveraging of resources, including other public agency and non-profit organization services
- Participation in a continuous improvement process designed to enhance outcomes and increase customer satisfaction
- Participation in regularly scheduled Partner and coordination meetings to exchange information in support of the above and promote program and staff integration

## **Data Sharing**

Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers.

Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy these requirements.

All data, including customer PII, collected, used, and disclosed by Partners will be subject to the following:

- Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII
- The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws
- All confidential data contained in UI wage records must be protected in accordance with the requirements set forth in 20 CFR part 603
- All personal information contained in Vocational Rehabilitation records must be protected in accordance with the requirements set forth in 34 CFR 361.38
- Customer data may be shared with other programs, for those programs' purposes, within the NALWDB's American Job Center network only after the informed written consent of the individual has been obtained.
- Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations
- All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d))
- Release of information/referral forms for WIOA Adult programs (attached)

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

## **Confidentiality**

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and

34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

## **Referrals**

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partners agree to:

- Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the NALWDB American Job Center network



- Develop materials summarizing their program requirements and making them available for Partners and customers
- Develop and utilize eligibility determination, assessment, and registration forms / processes
- Provide substantive referrals – in accordance with the NALWDB Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under partner programs
- Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys
- Commit to robust and ongoing communication required for an effective referral process
- Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level

## **Accessibility**

Accessibility to the services provided by the NALWDB American Job Centers and all Partner agencies is essential to meeting the requirements and goals of the NALWDB American Job Center network. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

### **Physical Accessibility**

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services are available in a convenient and accessible location, and include adequate parking (including parking clearly marked for individuals with disabilities). Indoor space is designed in an "equal and meaningful" manner providing access for individuals with disabilities.

### **Virtual Accessibility**

The NALWDB will work with all appropriate parties to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information.

Partners should either have their own web presence via a website and/or the use of social media, or collaborate with the NALWDB to post content through its website.

## **Communication Accessibility**

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

## **Programmatic Accessibility**

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policy and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all NALWDB's American Job Center programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs and assistive listening devices must be available to ensure physical and programmatic accessibility within NALWDB's American Job Centers. The NALWDB utilizes the Governor's Commission on Disability for recommendations and assistance to define the best methods and products regarding assistive technology and compliance.

## **Outreach**

The NALWDB and its Partners will develop and implement a strategic outreach plan that will include, at a minimum:

- Specific steps to be taken by each partner
- An outreach plan to the region's human resources professionals
- An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need
- An outreach and recruitment plan for out-of-school youth
- Sector strategies and career pathway
- Connections to registered apprenticeship

- A plan for messaging to internal audiences
- An outreach tool kit for Partners
- Regular use of social media
- Clear objectives and expected outcomes
- Leveraging of any statewide outreach materials relevant to the region

## **Dispute Resolution**

The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution. It is the responsibility of the NALWDB Board Chair (or designee) to coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

- All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally
- Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution. The petitioner must send a notification to the NALWDB Board Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days
- The NALWDB Board Chair (or designee) shall place the dispute on the agenda of a special meeting of the Local WDB's Executive Committee which is comprised of the Chair of each NALWDB committee – (1) Executive Committee, (2) Workforce Connection Performance Committee, (3) Youth Committee, (4) Finance Committee, and (5) Rules Committee, for a total of five (5) individuals. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a two-thirds majority consent of the Executive Committee members present
- The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies
- The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure
- The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU
- The NALWDB Board Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution
- By law, third party disputes will be handled by the Governor's office.

## **Monitoring**

The NALWDB, or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with law regulations, and State policies
- Those laws, regulations, and policies are enforced properly
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met
- Appropriate procedures and internal controls are maintained, and record retention policies are followed
- All MOU terms and conditions are fulfilled

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

## **Non-Discrimination and Equal Opportunity**

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

## **Indemnification**

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge the NALWDB and the one-stop operator have no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of the NALWDB or the one-stop operator.

***EXCEPTION CLAUSE: Indemnification does not apply to Adult Education partners who are prohibited from contractually creating a general obligation against such as universities.***

## **Liability (added by UNM-Los Alamos)**

***As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees. The liability of the University of New Mexico shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq. NMSA 1978, as amended. Please see attached letter from the UNM Office of University Counsel, dated April 7, 2006.***

## **Severability**

If any part of this MOU is found to be null and void or is otherwise stricken, the rest of this MOU shall remain in force.

## **Drug and Alcohol-Free Workplace**

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

## **Certification Regarding Lobbying**

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the

Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

### **Debarment and Suspension**

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

### **Priority of Service**

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

### **Buy American Provision**

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).

### **Salary Compensation and Bonus Limitations**

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

### **Non-Assignment**

Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

## **Governing Law**

This MOU will be construed, interpreted, and enforced according to the laws of the State of Any State. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with State or Federal requirements.

## **Steps to Reach Consensus**

### **1. Notification of Partners**

The NALWDB Board Chair (or designee) must notify all Parties in writing that it is necessary to renew and execute the MOU and provide all applicable policies and preceding MOU documents, as applicable.

### **2. Negotiations**

Over the course of the four (4) weeks following the formal kickoff meeting, Partners must submit all relevant documents to the NALWDB Board Chair (or designee) to begin the drafting of the MOU. During this time period, additional formal or informal meetings (informational and negotiation sessions) may take place, so long as they are conducted in an open and transparent manner, with pertinent information provided to all Parties.

### **3. Draft MOU**

Within six (6) weeks of the kickoff meeting, the NALWDB Board Chair (or designee) must email a complete draft of the MOU to all Parties.

### **4. Review and Comment**

Within three (3) weeks of receipt of the draft MOU, all Parties must review and return feedback to the NALWDB Board Chair (or designee). It is advised that each Party also use this time to allow their respective Legal Departments to review the MOU for legal sufficiency. It is the responsibility of the NALWDB Board Chair (or designee) to ensure all American Job Center Partners to the MOU are aware of the comments and revisions that are needed.

### **5. Finalized Draft**

The NALWDB Board Chair (or designee) must circulate the finalized MOU and secure Partner signatures within four (4) weeks of receipt of feedback. The WIOA MOU will be considered fully executed once all signatories have reviewed and signed, and a signed copy has been returned to all Parties.

If determined that a Partner is unwilling to sign the MOU, then the NALWDB Board Chair (or designee) must ensure that the dispute resolution process is followed.

## **MOU Modification Process**

### **1. Notification**

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s).

### **2. Discussion/Negotiation**

Upon notification, the NALWDB Board Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate.

Depending upon the type of modification, this can be accomplished through email communications of all the Parties. If the proposed modification is extensive and is met with opposition, the NALWDB Board Chair (or designee) may call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed.

If the modification involves substitution of a party that will not impact any of the terms of the agreement, it can be accomplished by the original party and the new party entering into an MOU that includes the NALWDB, wherein the new party assumes all of the rights and obligations of the original party. Upon execution, the NALWDB Board Chair (or designee) presents the agreement as a proposed modification to the MOU, and the remaining steps are followed.

If determined that a Partner is unwilling to agree to the MOU modification, the NALWDB Board Chair (or designee) must ensure that the process in the Dispute Resolution section is followed.

### **3. Signatures**

The NALWDB Board Chair (or designee) must immediately circulate the MOU modification and secure Partner signatures within four (4) weeks. The modified MOU will be considered fully executed once all signatories have reviewed and signed.

The modification may be signed in counterparts, meaning each signatory can sign a separate document as long as the NALWDB Board Chair (or designee) acquires signatures of each party and provides a complete copy of the modification with each party's signature to all the other Parties.



## **Termination**

This MOU will remain in effect until the end date specified in the *Effective Period* section below, unless:

- All Parties mutually agree to terminate this MOU prior to the end date
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU
- WIOA is repealed or superseded by subsequent federal law
- Local area designation is changed under WIOA
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the NALWDB Board Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in the *Modification Process* section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

## **Effective Period**

This MOU will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2020, unless any of the reasons in the Termination section above apply.

## **One-Stop Operating Budget**

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the NALWDB's American Job Center network. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated

service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness)
- Reduces overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs
- Ensures that costs are appropriately shared by NALWDB's American Job Center Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the NALWDB's American Job Center network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Career services
- Shared services

All costs must be included in the MOU, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

***DISCLAIMER (added by UNM-Los Alamos)***

*It is our understanding that the general MOU we are signing with the NALWDB is a work in progress and it can be appropriately modified as the partnership grows. The goal of the MOU is to bring organizations together by networking and working effectively to deliver quality services. This partnership will provide the opportunity to deliver services to many individuals in our region with the intent to be results driven.*

# FERPA

## Permission to Release Student Information

I, \_\_\_\_\_, hereby give my permission for the \_\_\_\_\_ Adult Learning Center to release any information contained in my student records (i.e. class attendance, progress, etc.), according to the terms of the Family Educational Rights and Privacy Act of 1974 (Buckley Amendment), to the following person(s) and/or organizations listed below. If I leave it blank it must be assumed that I do not want my information released to anyone.

---

---

---

---

I understand that this authorization takes effect the day that I sign and never expires until I notify the Adult Learning Center of any changes. I have the right to make changes at any time.

Signature \_\_\_\_\_

Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Memoranda of Understanding as of the date of execution below and shall supersede all prior memoranda of understanding among the parties.

Partner Agency Name UNM-Los Alamos

Authorized Signatory Cynthia J. Rooney

Position Title CEO

Date 1/31/18

**Northern Area Local Workforce Development Board**

NALWDB Board Chair Floyd E. Archuleta

Board Chair Signature \_\_\_\_\_

Date \_\_\_\_\_

# New Mexico Department of Workforce Solutions

Approved for Legal Sufficiency

28



The University of New Mexico

Office of University Counsel

April 7, 2006

TO WHOM IT MAY CONCERN:

This letter sets forth the reason why the University of New Mexico cannot indemnify entities with which it contracts.

The University of New Mexico is a state educational institution, created under Article XII, Section 11 of the New Mexico Constitution. As such, it is prohibited from contractually creating a general obligation against the University without submitting the question to the voters and creating a sinking fund, pursuant to Article IX, Section 8 of the New Mexico Constitution. Moreover, Section 23-1-5 NMSA 1978 prohibits the University from contracting any liability that might exceed authorized expenditures. Indemnification and save harmless clauses create potentially unlimited contractual liabilities and are therefore prohibited by the above provisions. Additionally, Article IX, Section 14 of the New Mexico Constitution prohibits the state from pledging or lending its credit, directly or indirectly. An indemnification clause could easily be construed as doing just that.

The New Mexico Attorney General has issued an opinion that such contractual indemnification provisions are not only unconstitutional for reasons explained above, but are also prohibited by the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended ("NMTCA"). Op. N.M. Att'y Gen. 2000-04. According to the opinion, the NMTCA generally grants New Mexico governmental entities and their officers and employees immunity from liability from any tort, except as waived by the NMTCA, and is the exclusive remedy against a governmental entity or public employee for any tort for which immunity has been waived under the NMTCA. *Id.* A governmental entity has no authority to waive its sovereign immunity, assume tort liability for third parties, or otherwise expand its potential liability beyond what the legislature has permitted. *Id.*

The NMTCA also prohibits governmental entities from purchasing liability insurance other than as authorized by the NMTCA. Section 41-4-20. Under the NMTCA, the University is required to obtain its liability coverage from the Risk Management Division of the New Mexico General Services Department. The certificate of coverage issued by

Administration  
MSC05 3310  
Scholes Hall, Rm. 152  
Phone: (505) 277-5035  
Fax: (505) 277-4154

Employment Law  
MSC05 3310  
Scholes Hall, Rm. 152  
Phone: (505) 277-5035  
Fax: (505) 277-4154

General Law  
MSC09 5300  
815 Vassar NE  
Phone: (505) 272-6638  
Fax: (505) 272-3354

Health Law  
MSC09 5300  
HSSB, Rm. 318  
Phone: (505) 272-2377  
Fax: (505) 272-1938

Research & Technology Law  
MSC04 2800  
801 University Blvd. SE, #104  
Phone: (505) 272-7696  
Fax: (505) 272-7883

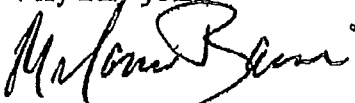
the Risk Management Division for the University specifically excludes any coverage for indemnification of third parties.

This is not to deny our tort obligations. Rather, the above constitutional and statutory provisions prevent us from converting potential tort obligations into potentially unlimited contractual obligations. The University Counsel's Office recommends the following alternative language:

**Liability.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of its employees. The liability of the University of New Mexico shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.

I hope this provides the clarification you need. If you have questions, please call. Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Melanie P. Balse', written over a horizontal line.

Melanie P. Balse  
Associate University Counsel

MPB:las